From: Sara Peet
To: Rick Kirkwood; Divine Mallow
Cc: Eligio Lara; Jesse Silva; Daniel Cohen; Tara Oishi
Subject: RE: Housing Authority Flock Cameras Agreement
Date: Wednesday, October 9, 2024 1:21:41 PM
Attachments: Outside_Billing_HASBARCO_Flock.pdf
image004.png
image005.png
image007.png
image008.png

@Divine Mallow please find the attached outside billing form being provided to Finance/AR. With this, can you please prepare a budget amendment per Rick's below email with the $54,150 going to Revenue account 001-708-41-06 and expenditure account 001-010-010-43-00? Can you please let me know once the amendment has posted as I need to make payment to Flock for the included invoice.

Please feel free to reach out if you have any questions or need anything else to complete this one.

Thank you,

Sara Peet
Santa Maria Police Department|1111 W. Betteravia Rd.|Santa Maria, CA 93455
(805) 928-3781 x2442

From: Rick Kirkwood <rkirkwood@cityofsantamaria.org>
Sent: Wednesday, October 2, 2024 4:47 PM
To: Sara Peet <speet@cityofsantamaria.org>; Jeffrey J. Patrick <jpatrick@cityofsantamaria.org>; Divine Mallow <dmallow@cityofsantamaria.org>
Cc: Eligio Lara <elara@cityofsantamaria.org>; Jesse Silva <jsilva@cityofsantamaria.org>; Daniel Cohen <dcohen@cityofsantamaria.org>; Tara Oishi <toishi@cityofsantamaria.org>
Subject: RE: Housing Authority Flock Cameras Agreement

Hi Sara,

We will not be able to amend the budget based on the outside billing form; however, the outside billing form can be provided to Divine as backup to a Budget Amendment form she can prepare that reflects $54,150 in revenues and expenditures in the appropriate accounts you specify.

Thanks,

Rick Kirkwood | Interim Assistant Finance Director | Finance Department | City of Santa Maria, CA
206 E Cook Street | Santa Maria, CA 93454 | Phone: (805) 925-0951 X 2030 | Fax: (805) 925-2243

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From: Sara Peet <speet@cityofsantamaria.org>
Sent: Wednesday, October 2, 2024 4:45 PM
To: Jeffrey J. Patrick <jpatrick@cityofsantamaria.org>; Rick Kirkwood <rkirkwood@cityofsantamaria.org>
Cc: Eligio Lara <elara@cityofsantamaria.org>; Jesse Silva <jsilva@cityofsantamaria.org>; Daniel Cohen <dcohen@cityofsantamaria.org>; Tara Oishi <toishi@cityofsantamaria.org>
Subject: RE: Housing Authority Flock Cameras Agreement

Thank you Jeff, much appreciated as we work through this one. @Rick Kirkwood Housing Authority would like to pay us for the invoice payable to Flock. We will prepare an outside billing form that will be sent down to Finance in order to create an invoice. Can you please advise how we should capture the revenue on the outside billing form in order to appropriate/amend our budget to make the $54,150 payment?

From: Jeffrey J. Patrick <jpatrick@cityofsantamaria.org>
Sent: Wednesday, October 2, 2024 2:31 PM
To: Sara Peet <speet@cityofsantamaria.org>; Rick Kirkwood <rkirkwood@cityofsantamaria.org>
Cc: Eligio Lara <elara@cityofsantamaria.org>; Jesse Silva <jsilva@cityofsantamaria.org>; Daniel Cohen <dcohen@cityofsantamaria.org>
Subject: RE: Housing Authority Flock Cameras Agreement

Yes, it looks like that agreement is now month to month. The term in the agreement says:

6.1 **Term.** Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the !***Initial Term***"). ***Following the Initial Term, this Agreement will automatically renew for successive renewal terms of the length set forth on the Order Form*** (each, a !***Renewal***

Term", and together with the Initial Term, the
!***Service Term***") ***unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.***

So when we are ready we can terminate with 30 day's notice before the start of a new month term.

Jeff Patrick
Assistant City Attorney
204 E. Cook St., Santa Maria, CA 93454
(805) 925-0951 ext. 2310
(805) 928-1275 fax
jpatrick@cityofsantamaria.org

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From: Sara Peet <speet@cityofsantamaria.org>
Sent: Wednesday, October 2, 2024 2:17 PM
To: Jeffrey J. Patrick <jpatrick@cityofsantamaria.org>; Rick Kirkwood <rkirkwood@cityofsantamaria.org>
Cc: Eligio Lara <elara@cityofsantamaria.org>; Jesse Silva <jsilva@cityofsantamaria.org>; Daniel Cohen <dcohen@cityofsantamaria.org>
Subject: RE: Housing Authority Flock Cameras Agreement

It sounds like the Housing Authority now may be interested in contracting with Flock directly going forward. That would be preferred on our end, however, one question I have is, in reviewing the amendment attached which we signed with Flock for the Housing Authority cameras, since we're past the initial term of 12 months, what do we need to do to terminate this agreement? The renewal term reads "months", so does that mean month to month and we can notify with 30 day notice per the original agreement terms? I've attached both for your reference. We will bill them for the initial term since the contract was in our name during that time per your direction below.

Thank you!

From: Jeffrey J. Patrick <jpatrick@cityofsantamaria.org>
Sent: Wednesday, October 2, 2024 11:54 AM
To: Sara Peet <speet@cityofsantamaria.org>; Rick Kirkwood <rkirkwood@cityofsantamaria.org>
Cc: Eligio Lara <elara@cityofsantamaria.org>; Jesse Silva <jsilva@cityofsantamaria.org>; Daniel Cohen <dcohen@cityofsantamaria.org>
Subject: RE: Housing Authority Flock Cameras Agreement

Yes, we can send an invoice. This amendment just automatically renewed for another year and expressly survives the termination of the agreement.

They can terminate the amendment on 60 day's notice provided they cover any costs we would incur.

If they wan to continue with the cameras, we can do a restated agreement since they won't be utilizing the other services in the main agreement. If they don't want to continue with the cameras, we can settle up and terminate the agreement.

Jeff Patrick
Assistant City Attorney
204 E. Cook St., Santa Maria, CA 93454
(805) 925-0951 ext. 2310
(805) 928-1275 fax
jpatrick@cityofsantamaria.org

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From: Sara Peet <speet@cityofsantamaria.org>
Sent: Monday, September 30, 2024 1:50 PM
To: Jeffrey J. Patrick <jpatrick@cityofsantamaria.org>; Rick Kirkwood <rkirkwood@cityofsantamaria.org>
Cc: Eligio Lara <elara@cityofsantamaria.org>; Jesse Silva <jsilva@cityofsantamaria.org>; Daniel Cohen <dcohen@cityofsantamaria.org>
Subject: Housing Authority Flock Cameras Agreement

Good Afternoon,

Being that the Housing Authority decided not to renew the contract for our Law Enforcement Services with the increased billing rates, we're seeking guidance on how to move forward with the addendum to the previous agreement for Flock cameras at Housing Authority properties (attached). @Jeffrey J. Patrick We are currently in receipt of an invoice from Flock for the 1st year of cameras (also attached). Since the dates of service were covered within the term of the addendum, are we good to move forward with preparing an invoice to Housing Authority for this invoice? As far as the future years, since the contract to which the addendum is associated has expired, do we need to create a new contract for the cameras on HA property to be executed going forward or would it renew automatically based on provision (1) of the addendum?

@Rick Kirkwood On the billing side of this, how shall the City proceed to process the payment to Flock, being that there is no appropriation in the budget currently? I'm wondering if it would be appropriate to bill Housing Authority and place the funds in a Treasurer's Trust which could then be released to pay Flock? Other options might be to pay the invoice from a reimbursable line item within the budget and create a revenue offset account or utilize Fund 043 for the transaction which will wash? Please advise on the best way to handle this as we will have not only the 1st year but 2

remaining years left to process so looking to establish a process for this one.

Thank you,

Sara Peet
Santa Maria Police Department|1111 W. Betteravia Rd.|Santa Maria, CA 93455
(805) 928-3781 x2442